

EXHIBIT 79

(EXHIBIT FILED UNDER SEAL)

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: DA VINCI SURGICAL)
ROBOT ANTITRUST LITIGATION) Case No.:
-----) 3:21-cv-03825-VC
THIS DOCUMENT RELATES TO:)
ALL CASES) Pages 1 to 205
-----)
SURGICAL INSTRUMENT SERVICE)
COMPANY, INC.,)
Plaintiff,)
vs.)
INTUITIVE SURGICAL, INC.,)
Defendant.)

DEPOSITION OF:

CLIFTON EARL PARKER, VOLUME I

TUESDAY, OCTOBER 25, 2022

9:08 a.m. Eastern Daylight Time

REPORTED BY:

Vickie Blair

CSR No. 8940, RPR-CRR

JOB NO. 5541122

PAGES 1 - 207

1	Q	Thank you.	11:33:01
2		Earlier on, Ms. Winner, a couple times,	11:33:06
3		referenced the fact that you were -- Restore was not	11:33:11
4		utilizing its repair technology since, I believe it was	11:33:12
5		late 2019; is that right?	11:33:15
6	A	We were not, we stopped using Rebotix's	11:33:16
7		repair technology in October of 2019, and then we've	11:33:20
8		started developing our own December of 2019, January of	11:33:24
9		2020.	11:33:31
10	Q	You have not reset any EndoWrists with	11:33:31
11		Restore technology since that time; correct?	11:33:35
12	A	Not for hospitals, just for internal	11:33:38
13		testing purposes.	11:33:41
14	Q	Why haven't you reset any EndoWrist for	11:33:43
15		hospitals in that time frame?	11:33:47
16	A	It's futile. If we do that, then	11:33:49
17		Intuitive goes to the hospital and threatens to end	11:33:51
18		their contracts, threatens to not sell them	11:33:55
19		instruments, not sell them accessories, threatens to	11:33:59
20		move their doctors to other hospitals, et cetera.	11:34:01
21	Q	And you say that because that's what	11:34:05
22		Intuitive has done in the past?	11:34:08
23	A	Correct.	11:34:11
24		MS. WINNER: Objection. Lack of	11:34:12
25		foundation.	11:34:17

1 [REDACTED] 11:44:53
2 Q [REDACTED] 11:44:55
3 A [REDACTED] 11:44:58
4 Q [REDACTED] 11:45:00
5 [REDACTED] 11:45:03
6 A [REDACTED] 11:45:04
7 [REDACTED] 11:45:12
8 [REDACTED] 11:45:19
9 [REDACTED] 11:45:23
10 Q [REDACTED] 11:45:24
11 [REDACTED] 11:45:31
12 A We did. We bought a building in Las 11:45:37
13 Vegas. 11:45:40
14 Q How many square feet is that? Do you 11:45:40
15 know? 11:45:42
16 A I don't know, I'm going to guess 3200, 11:45:42
17 that's a guess, I don't re- -- I don't remember. 11:45:49
18 Q [REDACTED] 11:45:52
19 [REDACTED] 11:45:57
20 [REDACTED] 11:46:02
21 A [REDACTED] 11:46:06
22 [REDACTED] 11:46:08
23 [REDACTED] 11:46:16
24 Q [REDACTED] 11:46:18
25 [REDACTED] 11:46:21

1	[REDACTED]	11:46:26
2	A [REDACTED]	11:46:30
3	[REDACTED]	11:46:38
4	[REDACTED]	11:46:42
5	[REDACTED]	11:46:46
6	[REDACTED]	11:46:49
7	[REDACTED]	11:46:53
8	[REDACTED]	11:47:00
9	[REDACTED]	11:47:05
10	[REDACTED]	11:47:10
11	[REDACTED]	11:47:13
12	[REDACTED]	11:47:18
13	Q [REDACTED]	11:47:20
14	[REDACTED]	11:47:24
15	[REDACTED]	11:47:29
16	MS. WINNER: [REDACTED]	11:47:34
17	THE WITNESS: [REDACTED]	11:47:39
18	MS. WINNER: [REDACTED]	11:47:39
19	THE WITNESS: [REDACTED]	11:47:40
20	[REDACTED]	11:47:43
21	[REDACTED]	11:47:47
22	BY MR. CORRIGAN:	11:47:49
23	Q [REDACTED]	11:47:50
24	[REDACTED]	11:47:51
25	[REDACTED]	11:47:55

1	A [REDACTED]	11:47:58
2	[REDACTED]	11:48:01
3	[REDACTED]	11:48:04
4	[REDACTED]	11:48:07
5	Q What makes you think you could sign	11:48:10
6	contracts with those customers if it weren't futile?	11:48:12
7	A They've told us they would sign contracts	11:48:15
8	with us tomorrow and do business with us tomorrow.	11:48:17
9	And some of -- some of the hospitals,	11:48:20
10	there's no -- they don't sign contracts, they just	11:48:22
11	issue work. This is a -- it's not like you're buying a	11:48:26
12	\$4 million, you know, MRI machine, they say, "Hey, can	11:48:30
13	you repair this instrument?" It -- you know, we say	11:48:35
14	it's \$1,800 to repair this instrument, we send them an	11:48:38
15	invoice, they pay us, or they send us a purchase order,	11:48:43
16	we send them an invoice, and they pay us. So it's	11:48:49
17	not -- there's not a need for a big long contract	11:48:51
18	typically.	11:48:53
19	Some hospitals do want an overarching	11:48:54
20	contract, if they have multiple facilities, to be able	11:48:57
21	to maintain consistent pricing, which is not an issue	11:49:03
22	with us because we have consistent pricing no matter	11:49:07
23	who the hospital facility is.	11:49:11
24	Q And you mentioned a moment ago other types	11:49:12
25	of contracts with other types of entities other than	11:49:14

1	customers; correct?	11:49:19
2	A Yes.	11:49:20
3	Q [REDACTED]	11:49:20
4	A [REDACTED]	11:49:21
5	[REDACTED]	11:49:26
6	[REDACTED]	11:49:27
7	[REDACTED]	11:49:34
8	[REDACTED]	11:49:38
9	[REDACTED]	11:49:41
10	[REDACTED]	11:49:49
11	[REDACTED]	11:49:55
12	Q Uh-huh.	11:49:59
13	A That's currently in place right now.	11:50:01
14	Q [REDACTED]	11:50:04
15	[REDACTED]	11:50:07
16	[REDACTED]	11:50:10
17	A [REDACTED]	11:50:13
18	MS. WINNER: Objection. Form. Lack of	11:50:14
19	foundation.	11:50:21
20	THE WITNESS: I'm extremely confident, I'm	11:50:21
21	a hundred percent confident.	11:50:25
22	BY MR. CORRIGAN:	11:50:26
23	Q Where does that confidence come from?	11:50:26
24	A Our partners have been in this business	11:50:29
25	for 20 some odd years, they've done much more	11:50:30